



# EVENT PERMIT

Ordinance 17-08



## GiGiFit Acceptance Challenge

**PERMIT NUMBER:** TMP2023-00676

**Date(s) of Event:** April 29, 2023 9:00am until 12:00pm

**Property Owner:** LEE COUNTY

**Applicant:** Emily Clark  
239-703-7960

**Description:** Community walk fundraiser, Acceptance challenge event consisting of a 5K fun run, 1 mile walk for acceptance and children's dash for Downs Syndrome April 29, 2023 from 9:00am until 12:00pm


**Location of event:** 9150 CORKSCREW PALMS BLVD, ESTERO, FL 33928  
**Estero Community Park**

- Will the event be attended by 1000 or more people ? No
- Will the event be held on County Owned Property ? Yes
- Will there be alcohol consumed or sold at the event ? No
- Will a bond be posted for this event ? No

**Permit Conditions:**

- \* Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- \* The premises is to be left in the same condition as it was prior to the event.
- \* The permit is to be readily available for inspection during the entire event.
- \* If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners  
Lee County, Florida

  
 County Manager      Date 3/31/2023



Lee County  
*Southwest Florida*

# Event Application

Special Event

Use of  
County  
Property

Alcohol  
within Lee  
County  
Facilities

Film, Video  
&  
Photography

*GiGiFit Acceptance Challenge.*

*TMP2023-00074*

Lee County Event Permit Application



**Event Application**

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)	
Title of Event / Name of Production	GiGiFit Acceptance Challenge
Date(s) of Event / Production:	April 29, 2023
Location(s) of Event:	Estero Community Park
Name of Applicant:	GiGi's Playhouse
Applicant Address:	1901 Brantley Road, Unit 11 Fort Myers, FL 33907
Applicant Phone Number:	239-703-7960
Contact Person: (If different from applicant)	Emily Clark
Contact Phone Number: (If different from applicant)	
Email Address:	EClark@GigisPlayhouse.org
Estimated Attendance:	150
Event Description: Include each activity, when activities take place, etc.	Community Walk Fundraiser Acceptance Challenge event consisting of a 5K fun run, 1 mile walk for acceptance, and children's dash for Down syndrome beginning at 9am. After the Run & Walk ends, by 11 am, the event become a community celebration of our achievements.
Hours of Operation:	9am - 12 pm
STRAP # of Parcel:	34-46-25-E4-0100C.017A
Owner of Premises*:	Lee County Government

\*Notarized statement from the property owner specifically consenting to the proposed use required.

Lee County Event Permit Application



What is the Zoning Classification of the premises? Park

Are any temporary structures to be installed for the event?  Yes  No Type: 10 x 10 Canopy

Do you have the appropriate permits for the temporary structures?  Yes  No

\* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: Hanover Insurance Company

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): N/A

Will Vehicles be Used as Part of This Event?

Yes  No

If yes, automobile coverage must be included on the certificate of insurance.

Will Food be Available at this Event?

Yes  No

If yes, products liability coverage must be included on the certificate of insurance.

Will Alcoholic Beverages be served/consumed at this Event?

Yes  No

If yes, liquor liability coverage must be included on the certificate of insurance.

Name & Address of Organization Providing Food:

Type of Food being Served: hot dogs, sandwiches, burgers, fries, soft drinks, water

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Gigi's Playhouse Fort Myers

Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

Is alcohol being sold/consumed on County Property? Yes  No

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: (Required if alcohol is to be SOLD at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details

## Lee County Event Permit Application



Type of Production (choose all that apply):

- TV Movie or Special       TV Series / Pilot       TV Commercial       Still Photos  
 Public Service Announcement       Industrial / Documentary       Other: \_\_\_\_\_

Will any of the following be needed or included\*?

Street Closure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Traffic / Crowd Control	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Fire or Burning	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explosives or Pyrotechnics	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Animals, Large or Small	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Construction of Any Kind	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Large and/or Numerous Vehicles	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Helicopters, Boats, etc.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Stunts	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

\* For any marked Yes, provide further details below:

Special Parking Requirements:

City or County Services Required: (Personnel, equipment, facilities, etc.)

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

Number In Cast: \_\_\_\_\_      Number In Crew: \_\_\_\_\_      Number of locals hired: \_\_\_\_\_  
 Total budget: \_\_\_\_\_      Estimate amount spent in Lee County: \_\_\_\_\_  
 Hotel room nights: \_\_\_\_\_      Number of shooting days: \_\_\_\_\_  
number of rooms x number of nights



**SECTION I - SAFETY**

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

**SECTION II - INSURANCE**

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

**SECTION III - INDEMNIFICATION**

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

**SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES**

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

Lee County Event Permit Application




**SECTION V - AGREEMENT**

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.

The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

  
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Witness

**Emily Clark, Site Manager**

\_\_\_\_\_  
Print Name of Applicant and Title

\_\_\_\_\_  
Print Name of Witness

12-06-2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Lee County Event Permit Application



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The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

  
Signature of Applicant

Emily Clark, Site Manager  
Print Name of Applicant and Title

03-23-2023  
Date

  
Witness

Pamela Garrett  
Print Name of Witness

03-23-2023  
Date



Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT  
14750 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33912  
(239) 477-1199

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

Parking in authorized areas only. Roadways will not be impeded.

Deputies (How Many?):

None

Fee for Services:

None

Special Arrangements:

Race is to remain along the pathways and walkways within the confines of the park. Any amplified sounds must adhere to the Lee County Noise Ordinance.

Print Name:

Steven Brady

Signature:

Capt. Steven Brady

Title:

Tactical Support Unit

Date:

9/9/22

## Marinell, Ginger

---

**From:** Sellers, Amy <asellers@sheriffleefl.org>  
**Sent:** Thursday, March 30, 2023 12:05 PM  
**To:** Marinell, Ginger  
**Cc:** Higgins, Douglas  
**Subject:** RE: TMP2023-00676

LCSO is fine with that.



### Amy Sellers

Detail Assistant  
Details  
O: 239-477-1098  
E: asellers@sheriffleefl.org



[www.sheriffleefl.org](http://www.sheriffleefl.org)

#### \*\*\*IMPORTANT MESSAGE\*\*\*

This message is intended for the use of the person or entity to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this email is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this email by error, please notify us immediately and destroy the related message. This footnote also confirms that this email message has been swept for the presence of computer viruses, worms, hostile scripts and other email-borne network threats. PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials are public records available to the public and media upon request. Your email communications may be subject to public disclosure per Sec. 119 F.S.

**From:** Marinell, Ginger [mailto:GMarinell@leegov.com]  
**Sent:** Thursday, March 30, 2023 12:00 PM  
**To:** Sellers, Amy <asellers@sheriffleefl.org>  
**Cc:** Higgins, Douglas <DHiggins@leegov.com>  
**Subject:** FW: TMP2023-00676

Good Morning,  
I following up on the special event application on GiGifit Acceptance Challenge. The date each department signed off on the permit was prior to hurricane Ian; could you tell me if the event is acceptable to continue on April 29, 2023?

Thank you

Thank you,



Ginger Marinell | Community Development Permitting  
1500 Monroe St, Fort Myers FL 33901

Lee County Event Permit Application



FIRE DEPARTMENT

The Fire Department serving the area where the event is to be held signs this form.  
Please see User's Guide for contact information and Fire District Map.

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Fire Guards (How Many?)	N/A
Fee for Services:	N/A
Flammable Vegetation:	N/A
First Aid Equipment:	Call 911 for Emergencies
Fire Extinguishing:	Call 911 for Emergencies
Special Arrangements:	GiGiFit Acceptance Challenge No cooking under tents, must have fire extinguisher if cooking.

Print Name: Scott Danielson  
Signature:   
Title: Lt. Fire Prevention  
Date: 9/13/22

## Marinell, Ginger

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**From:** Danielson, Scott <danielson@esterofire.org>  
**Sent:** Tuesday, March 28, 2023 9:21 AM  
**To:** Marinell, Ginger  
**Subject:** RE: TMP2023-00676

Ginger I have no issues with the event

*Scott Danielson*

Estero Fire Rescue  
Lt./Plans Examiner  
239-390-8000 Office  
239-390-8020 Fax

*“Most people do not listen with the intent to understand; they listen with the intent to reply.” [Stephen R. Covey](#)*

**From:** Marinell, Ginger <GMarinell@leegov.com>  
**Sent:** Monday, March 27, 2023 3:13 PM  
**To:** ext-Sellers, Amy ([sheriffleefl.org](http://sheriffleefl.org)) <asellers@sheriffleefl.org>; Danielson, Scott <danielson@esterofire.org>  
**Cc:** Higgins, Douglas <DHiggins@leegov.com>; Miller, Bryan <BMiller@leegov.com>; Via, Colleen <cvia@leegov.com>; Figueroa, Mike <MFigueroa@leegov.com>  
**Subject:** TMP2023-00676

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Permit number TMP2023-00676 GiGifit Acceptance Challenge is attached for your review. Each department signed off prior to hurricane Ian. If you could review the permit application to see if this event is still acceptable to continue on April 29,2023.  
If you could e-mail back the approval, I would greatly appreciate it.

Thank you,



Ginger Marinell | Community Development Permitting  
1500 Monroe St, Fort Myers Fl 33901  
**Office:** 239-533-8343  
**Email:** [gmarinell@leegov.com](mailto:gmarinell@leegov.com)  
**Web:** [www.leegov.com/dcd](http://www.leegov.com/dcd)  
Connect with us on social media





Lee County Event Permit Application

EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY  
2000 Main St., Suite #100  
FORT MYERS, FL 33901  
(239) 533-3911

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Treatment Facilities:	None necessary.
Medical Personnel:	None necessary.
Medical Supplies / Equipment:	None necessary.
Safety Requirements:	Applicants shall follow all CDC and FDOH directives, and the Florida Governor's Executive Orders concerning health and safety, especially with regards to COVID-19 and the number of people congregating at the event.
Fee for Services	Not applicable.
Special Arrangements:	Please call 911 in the event of an emergency. To arrange special event coverage, contact our office at EMSDetail@leegov.com.

Print Name: Douglas B. Higgins

Signature: Douglas B. Higgins  
Digitally signed by Douglas B. Higgins  
 DN: cn=Douglas B. Higgins, o=Lee County Emergency Medical Services, ou=Lee County Public Safety, email=Douglas.B.Higgins@leegov.com, c=US  
 Date: 2023.09.09 11:09:41 -0400

Title: Division Chief, Support Services

Date: September 9, 2023

## Marinell, Ginger

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**From:** Higgins, Douglas  
**Sent:** Thursday, March 30, 2023 1:56 PM  
**To:** Marinell, Ginger; ext-Sellers, Amy (sheriffleefl.org); danielson@esterofire.org  
**Cc:** Miller, Bryan; Via, Colleen; Figueroa, Mike  
**Subject:** RE: TMP2023-00676

Public Safety and EMS are okay with that, too.

### **Douglas B. Higgins**

Captain, Shift Commander and Chaplain  
Lee County Emergency Medical Services  
2000 Main St., Suite #100  
Fort Myers, FL 33901  
Cell: 239-672-9651  
Office: 239-533-3635  
[dhiggins@leegov.com](mailto:dhiggins@leegov.com)

**From:** Marinell, Ginger <GMarinell@leegov.com>  
**Sent:** Monday, March 27, 2023 3:13 PM  
**To:** ext-Sellers, Amy (sheriffleefl.org) <asellers@sheriffleefl.org>; danielson@esterofire.org  
**Cc:** Higgins, Douglas <DHiggins@leegov.com>; Miller, Bryan <BMiller@leegov.com>; Via, Colleen <cvia@leegov.com>; Figueroa, Mike <MFIGueroa@leegov.com>  
**Subject:** TMP2023-00676

Good Afternoon,  
Permit number TMP2023-00676 GiGifit Acceptance Challenge is attached for your review. Each department signed off prior to hurricane Ian. If you could review the permit application to see if this event is still acceptable to continue on April 29,2023.  
If you could e-mail back the approval, I would greatly appreciate it.

Thank you,



Ginger Marinell | Community Development Permitting  
1500 Monroe St, Fort Myers FL 33901  
**Office:** 239-533-8343  
**Email:** [gmarinell@leegov.com](mailto:gmarinell@leegov.com)  
**Web:** [www.leegov.com/dcd](http://www.leegov.com/dcd)  
Connect with us on social media



Lee County Event Permit Application



DEPARTMENT OF TRANSPORTATION  
1500 MONROE STREET  
FORT MYERS, FL 33901  
(239) 533-8580

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

No event parking permitted on Lee County-maintained road rights-of-way.

Ingress and Egress:

Use all established means of ingress and egress.

Special Arrangements:

None.

Print Name: **Bryan Miller**

Signature:

**Bryan Miller**

Digitally signed by Bryan Miller  
Date: 2022.09.09 12:46:02 -04'00'

Title:

**Senior Project Manager**

Date:

**September 9, 2022**

## Marinell, Ginger

---

**From:** Miller, Bryan  
**Sent:** Tuesday, March 28, 2023 5:09 AM  
**To:** Marinell, Ginger  
**Subject:** RE: TMP2023-00676

No objections from DOT.

**From:** Marinell, Ginger <GMarinell@leegov.com>  
**Sent:** Monday, March 27, 2023 3:13 PM  
**To:** ext-Sellers, Amy (sheriffleefl.org) <asellers@sheriffleefl.org>; danielson@esterofire.org  
**Cc:** Higgins, Douglas <DHiggins@leegov.com>; Miller, Bryan <BMiller@leegov.com>; Via, Colleen <cvia@leegov.com>; Figueroa, Mike <MFiguroa@leegov.com>  
**Subject:** TMP2023-00676

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If you could e-mail back the approval, I would greatly appreciate it.

Thank you,



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1500 Monroe St, Fort Myers FL 33901  
**Office:** 239-533-8343  
**Email:** [gmarinell@leegov.com](mailto:gmarinell@leegov.com)  
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Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION  
3410 PALM BEACH BOULEVARD  
FORT MYERS, FLORIDA 33916  
(239) 533-7275

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
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Illumination:	Event organizer will need to provide additional lighting if needed.
Parking Areas:	All vehicles must use the designated parking areas within the parking lots of the park. No vehicles will be permitted onto the central lawn area. Organizers may drop off event supplies via the service road between the Rec Center and the Chiller area, but then must remove vehicles. For authorization to use overflow parking at the commerce area off Corkscrew, contact Keith at Collier Association Management 239-793-1643.
Special Arrangements:	No staking of tents or any inflatable devices; must use water buckets/barrels or sand bags. Organizer is responsible to order and pay for dumpster and portable toilets as required by park staff. Banners or signs are not permitted beyond Park boundaries.  Park gates open at 6 am Outdoor Restrooms open 7 am - 9 pm Rec Center open Sat 9 am - 5 pm

Print Name: Colleen Via  
Signature: Colleen Via  
Title: Operations Manager  
Date: 9/21/2022

Esler - 6.61 Fit Accept. Challenge  
4/22/2023

## Marinell, Ginger

---

**From:** Via, Colleen  
**Sent:** Monday, March 27, 2023 4:43 PM  
**To:** Marinell, Ginger  
**Subject:** RE: TMP2023-00676

Hey Ginger! Parks is good with this event taking place at Estero Park.



### Colleen Via, CPRP | Operations Manager

Terry Park Administration Office

3410 Palm Beach Blvd., Fort Myers, FL 33916

cell: (239) 229-0634

email: [cvia@leegov.com](mailto:cvia@leegov.com)

web: [www.leeparks.org](http://www.leeparks.org)

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**Sent:** Monday, March 27, 2023 3:13 PM

**To:** ext-Sellers, Amy (sheriffleefl.org) <asellers@sheriffleefl.org>; danielson@esterofire.org

**Cc:** Higgins, Douglas <DHiggins@leegov.com>; Miller, Bryan <BMiller@leegov.com>; Via, Colleen <cvia@leegov.com>;

Figueroa, Mike <MFigueroa@leegov.com>

**Subject:** TMP2023-00676

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If you could e-mail back the approval, I would greatly appreciate it.

Thank you,

Lee County Event Permit Application



LEE COUNTY RISK MANAGEMENT  
COUNTY ADMINISTRATION BUILDING - 4<sup>TH</sup> FLOOR  
2115 SECOND STREET  
FORT MYERS, FLORIDA 33901  
(239) 533-2221

Check the appropriate box(es) below:

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 PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
 FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Insurance Requirements:

Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.

Certificate Must Read As:

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.

Special Arrangements:

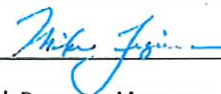
A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County, a political subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured as listed above.

Subject to proof of insurance.

\*\*\*\*A new certificate of insurance meeting these requirements will be required at renewal.

Print Name: Mike Figueroa

Signature:



Title:

Risk Program Manager

Date:

November 21, 2022



GIGIPLA-01

STOBIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CFM Insurance Agency, Inc. 50 N Brockway Street, Suite 5-2 Palatine, IL 60067	CONTACT NAME: <b>Susan Tobin</b>
	PHONE (A/C, No, Ext): <b>(047) 934-0200 224</b> FAX (A/C, No): <b>(047) 934-0200</b>
	E-MAIL ADDRESS: <b>SueT@cfmlns.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>HANOVER INSURANCE COMPANY</b> NAIC # <b>22292</b>
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED  
**Gigi's Play House, Inc.**  
2350A W. Higgins Rd  
Hoffman Estates, IL 60169

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	ZDCD486792-04	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AHCD478637	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHCD486806-04	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
EVENT: GIGI's Playhouse Fort Meyers, LLC Event April 22, 2023 - Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability, when required by written contract and in accordance with policy provisions.  
OK 11/21/2022 \*\*\*A new certificate meeting these requirements will be needed at renewal.

<b>CERTIFICATE HOLDER</b>  Lee County, a political subdivision & Charter County of the State of Florida PO Box 398 Fort Myers, FL 33902	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Marinell, Ginger

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**From:** Figueroa, Mike  
**Sent:** Wednesday, March 29, 2023 11:56 AM  
**To:** Marinell, Ginger  
**Subject:** RE: TMP2023-00676  
**Attachments:** COI GFAC 2023 Renewed.pdf

FYI

Respectfully,



### Mike Figueroa | Risk Program Manager

Risk Management

P.O. Box 398, Fort Myers, FL 33902-0398

office: (239) 533-0833

email: [mfigueroa@leegov.com](mailto:mfigueroa@leegov.com)

web: [www.leegov.com](http://www.leegov.com)

Connect With Us On Social Media



Please be advised Contact Information for Risk Management is 239-533-0835 or [risk@leegov.com](mailto:risk@leegov.com)

**From:** Marinell, Ginger <GMarinell@leegov.com>  
**Sent:** Monday, March 27, 2023 3:44 PM  
**To:** Figueroa, Mike <MFiguroa@leegov.com>  
**Subject:** RE: TMP2023-00676

Hi Mike,  
We are doing well.  
Thank you for the information. I will wait for you to get back to us.

Thank you,



Ginger Marinell | Community Development Permitting  
1500 Monroe St, Fort Myers FL 33901  
Office: 239-533-8343  
Email: [gmarinell@leegov.com](mailto:gmarinell@leegov.com)



GIGIPLA-01

STOBIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CFM Insurance Agency, Inc. 50 N Brockway Street, Suite 5-2 Palatine, IL 60067	<b>CONTACT NAME:</b> Susan Tobin <b>PHONE (A/C, No, Ext):</b> (847) 934-0200 224 <b>FAX (A/C, No):</b> (847) 934-0200 <b>E-MAIL ADDRESS:</b> SueT@cfmins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> HANOVER INSURANCE COMPANY <span style="float: right;"><b>NAIC #</b> 22292</span>	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC OTHER:			ZDCD486792-05	2/1/2023	2/1/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> LIQUOR \$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AHCD478637	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ <b>0</b>			UHCD486806-05	2/1/2023	2/1/2024	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory In Fla) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**EVENT:** GIGI's Playhouse Fort Myers, LLC - April 29, 2023 - Estero Community Park. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.

OK 03/29/2023

<b>CERTIFICATE HOLDER</b>  Lee County Risk Management 2115 Second Street Fort Myers, FL 33901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4 Other Insurance**:

#### Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### (1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

#### (2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g**, of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

- (b) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (c) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### (3) Method Of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II – WHO IS AN INSURED:**

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.



- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**2. Additional Insured - Primary and Non-Contributory**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

**Additional Insured - Primary and Non-Contributory**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) if the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V – DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
  - b. used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments – Extended Reporting Period**
- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
  - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.